

SO ORDERED.



TIFFANY & BOSCO
P.A.

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

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Dated: September 07, 2010

A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

**REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge**

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-21371

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Darrell L. Heshner and Roseann Heshner
Debtors.

Bank of America, NA
Movant,

vs.

Darrell L. Heshner and Roseann Heshner, Debtors, S.
William Manera, Trustee.

Respondents.

No. 2:10-BK-23413-RTB

Chapter 7

ORDER

(Related to Docket #9)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated March 1, 2007 and recorded in the office of the
3 Maricopa County Recorder wherein Bank of America, NA is the current beneficiary and Darrell L.
4 Heshner and Roseann Heshner have an interest in, further described as:

5 THE WEST 159.00 FEET OF THE SOUTHEAST QUARTER OF TI-IE Sm)"n-IWEST
6 QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
7 SECTION 22, TOWNSHIP 5 NORTH, RANGE 4 EAST OF TI-IE GILA AND SALT RIVER
8 BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
9 EXCEPT ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN THE PATENT OF
10 SAID LAND;

11 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.
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